

**No. AD-17/15/2025-AHC-Admin-I (E-38118)**  
**Ministry of Fisheries, Animal Husbandry and Dairying**  
**Department of Animal Husbandry and Dairying**  
**Establishment (Hqrs.)**

\*\*\*

Krishi Bhawan, New Delhi – 110 001.

Dated, the 19<sup>th</sup> January, 2026

**CIRCULAR**

**Subject: Engagement of one 'Consultant (Microbiologist)' and one 'Consultant (Pharmacologist)' on contractual basis in the Department of Animal Husbandry and Dairying - reg.**

The undersigned is directed to refer to this Department's Circular of even no. dated 22.12.2025 (copy enclosed) on the above subject matter and to say that the last date of receipt of applications from the interested candidates has been extended upto **5<sup>th</sup> February, 2026**.

2. The rest remains the same.

**Encl: As above.**

  
19/01/26

(Pankaj Kumar Sinha)

Under Secretary to the Government of India

Tele: 011- 2338 2779

To,

- i. All the Ministries/Departments of Government of India - for giving wider publicity to the advertisement.
- ii. The Director (Admin.), Department of Personnel and Training, Lok Nayak Bhawan, New Delhi - with a request to upload the same on DoP&T's website.
- iii. NIC with a request to upload this circular on the website of this Department and on the eoffice notice board of this Department.

पंकज कुमार सिन्हा / PANKAJ KUMAR SINHA  
अवर सचिव / Under Secretary  
भारत सरकार / Government of India  
मंत्रालय, पशुपालन और डेयरी मंत्रालय  
Ministry of Fisheries, Animal Husbandry & Dairying  
Department of Animal Husbandry & Dairying  
Krishi Bhawan, New Delhi - 110001

No. AD-17/15/2025-AHC-Admin-I (E-38118)  
Government of India  
Ministry of Fisheries, Animal Husbandry & Dairying  
Department of Animal Husbandry & Dairying  
(Estt. HQs)

\*\*\*

Krishi Bhawan, New Delhi – 110 001.  
Dated, the 22<sup>nd</sup> December, 2025

**CIRCULAR**

**Subject: Engagement of one 'Consultant (Microbiologist)' and one 'Consultant (Pharmacologist)' on contractual basis in the Department of Animal Husbandry and Dairying - reg.**

The undersigned is directed to say that the Department of Animal Husbandry & Dairying proposes to engage one 'Consultant (Microbiologist)' and one 'Consultant (Pharmacologist)' on contractual basis.

2. The details of the positions advertised are enclosed as **Annexure-I**. This engagement will be in the nature of fee-based consultancy, and does not in any way tantamount to an appointment for employment or job. This engagement does not confer any right to regular appointment in Government service. The short-listed candidates will be considered for engagement as per functional requirements of the Department.

3. Interested and eligible applicants may submit their application strictly as per the enclosed format (**Annexure-II**) along with CV and relevant documents to the 'Establishment (HQs) Section, Department of Animal Husbandry and Dairying, Room No. 435-A, 4<sup>th</sup> Floor, Krishi Bhawan, New Delhi-110001' latest by **21<sup>st</sup> January, 2026** in physical form. Applications received after the last date shall not be considered.

4. The Department of Animal Husbandry and Dairying reserves the right to accept or reject any application without assigning any reasons.

**Encl: As above.**

  
22/12/2025

(Pankaj Kumar Sinha)

Under Secretary to the Government of India

Ph: 011-2338 3340

To,

- i. All the Ministries/Departments of Government of India.
- ii. The Director (CS Division), Department of Personnel and Training, Lok Nayak Bhawan, New Delhi - with a request to upload the same on DoP&T's website.
- iii. NIC with a request to upload this circular on the website of this Department.

पंकज कुमार सिन्हा / PANKAJ KUMAR SINHA  
अवर सचिव / Under Secretary  
भारत सरकार / Government of India  
मत्स्य, पशुपालन और डेयरी मंत्रालय  
Ministry of Fisheries, Animal Husbandry & Dairying  
पशुपालन और डेयरी विभाग  
Krishi Bhawan, New Delhi-110001



**Terms of Reference for engaging two Consultants**

|    |                                  |   |
|----|----------------------------------|---|
| 1. | Name of the position             | <b>1) One 'Consultant (Microbiologist)' and<br/>2) one 'Consultant (Pharmacologist)'</b>  |
| 2. | Number of positions to be filled | Two (2)*<br><br>Note*: The number of consultants can be increased depending upon functional requirements of the Department. There shall be a reserve panel.   |
| 3. | Essential Qualifications         | <p>(a) The applicants must possess the following minimum educational qualifications:-</p> <p>1) M.V.Sc in Veterinary Microbiology / Animal / Veterinary Biotechnology / Veterinary Virology / Veterinary Bacteriology</p> <p>2) M.V.Sc in Veterinary Pharmacology &amp; Toxicology / Veterinary Medicine (with Minor Veterinary Pharmacology &amp; Toxicology)</p> <p>(b) The applicants must possess relevant work experience as defined below:-</p> <p>Minimum of one year of relevant post-MVSc experience in education/research or administration.</p> <p>(c) The applicants must have their valid registration in Veterinary Council of India (VCI) or with the State Veterinary Council</p> <p>(d) The applicants retired from Central/State Govt. Ministry/Department (retired from the level-8 to level-13 as per 7<sup>th</sup> CPC i.e. SO to Director Level of GoI) are also eligible to apply subject to fulfilment of above listed essential qualifications.</p> <p><u>In addition to the above, the applicants:-</u></p> <p>a) Must have excellent written and oral communication and Interpersonal skills.</p> <p>b) Knowledge of Computer applications such as MS-Word, MS Excel, MS Power Point etc will be desirable.</p> |
| 4. | Scope of work                    | <b>The consultants (one Pharmacologist and one Microbiologist) will be responsible for:</b>   |



|    |                          |  |
|----|--------------------------|--|
|    |                          | <ol style="list-style-type: none"> <li>1. Examining and reviewing proposals received from CDSCO for import and manufacturing of veterinary drugs and vaccines.</li> <li>2. Reviewing field trial protocols submitted by firms.</li> <li>3. Preparing concise summaries, briefs, and PowerPoint presentations related to applications for ECAH.</li> <li>4. Coordinating ECAH meetings, including technical discussions with stakeholders.</li> <li>5. Coordinating with subject experts and obtaining their comments/inputs.</li> <li>6. Any other technical work assigned by the AHC.</li> </ol>  |
| 5. | Period of contract       | <p>(i) The appointment on the above position will be purely on contractual basis initially for a period of one year only and this contract may be extended by one more year only based on their performance. In no case the appointment shall be extended beyond two years from the initial date of appointment in the department.</p> <p>(ii) Further extendable subject to satisfactory performance and functional requirement of the Department.</p> <p>(iii) The performance of the consultants will be reviewed after every year and their contract shall be extended or discontinued (as the case may be) depending upon their performance.</p> <p>(iv) In no case the appointment shall be extended beyond two years from the initial date of appointment in the department.</p> <p>(v) The decision of the department shall be final in this regard. No right will be accrued in favour of the consultant regarding renewal of contract, absorption in service, etc.</p> |
| 6. | Age Limit                | <p>(i) Not more than 40 years as on 01.07.2025 in case of a fresh candidate.</p> <p>(ii) Not more than 62 years as on 01.07.2025 in case of Retired Government servants.</p>   |
| 7. | Remuneration (per month) | <p>(i) <b>For fresh applicants:</b></p> <p>Consolidated remuneration of Rs. 70,000/- (Rupees Seventy Thousand Only) on monthly basis.</p>  |

*Sanjay*



|    |                           |   |
|----|---------------------------|---|
|    |                           | <p>Necessary TDS may be deducted as per rules. No other allowance or benefit shall be provided.</p> <p>(ii) <b>In case of Retired government employees:</b></p> <p>i. For retired government employees of the Old Pension Scheme, remuneration shall be as per guidelines laid down in the Department of Expenditure's O.M No. 3- 25/2020-E.IIIA dated 09th December, 2020 i.e. Fixed monthly amount arrived at by deducting basic pension from the pay drawn at the time of retirement. The amount of remuneration so fixed shall remain unchanged for the term of the contract. There will be no annual increment/percentage increase during the contract period.</p> <p>ii. No increment and Dearness Allowance shall be allowed during the term of contract. A fixed amount as Transport allowance shall be paid to the consultants, in terms of DOE OM No. 21/5/2017-E.II (B) dated 07.07.2017. The amount so fixed shall remain unchanged during the term of appointment.</p> <p>iii. No other allowances such as HRA, residential accommodation, residential telephone, CGHS, Medical reimbursement, personal support staff, transport facilities, tuition fee reimbursement etc will be admissible.</p> <p>iv. In case of Retired Government Employees retired under the NPS scheme, the remuneration as per DoE's O.M. dated 18.10.2023 shall apply.</p> |
| 8. | Other terms of engagement | <p>(i) The Consultant shall be entitled to leave at the rate of 1.5 days for each completed month of service, with no accumulation of leave beyond the calendar year, on a pro-rata basis. Accordingly, no remuneration shall be paid for any absence exceeding 18 days in a year (calculated on a pro-rata basis). Un-availed leave shall not be carried forward to the next year.</p> <p>(ii) The Consultant will be required to discharge the duties as assigned to him/her by the Department. In case a consultant leaves before completion of 6 months, he/she will not get any experience certificate.</p> <p>(iii) The Income Tax or any other tax liable to be deducted, as per the prevailing rules will be deducted at source before effecting the payment for which the Ministry of will issue TDS Certificate.</p> <p>(iv) The consultant shall, in no case, work for or represent in court or before any other authority,</p>  |

*Sankar*

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|  |  | <p>tribunal etc. or give opinion/ advice to any person other than this Department in any matter during the period of his/ her engagement with DAHD.</p> <p>Further, in no case, the consultant shall act, or conduct anything with regard to any person or render any advice to the Department which is adverse to the interest of DAHD.</p> <p>(v) The contract of consultant may be terminated, after giving one month notice, in following situations:-</p> <ul style="list-style-type: none"> <li>• If the Consultant is unable to do the assigned work.</li> <li>• Quality of the assigned works is not to the satisfaction of the Department.</li> <li>• If the consultant is absent from duty Without due authorization.</li> <li>• If the Department elects not to renew the contract of the consultant at the end of one year period.</li> <li>• The contractual employee is found lacking in honesty and integrity or violates the confidentiality clause.</li> </ul> <p>(vi) The Department reserves the rights to terminate the contract without giving any explanation or whatsoever with immediate effect without any remuneration or notice period on the ground of proven misconducts.</p> <p>(vii) Termination shall be effected by written notice of 30 days served to the consultant. The termination will be without prejudice to either party's rights accrued before termination.</p> <p>(viii) The Consultant is required to give 30 days' notice to the Department in case he/she opts to quit the assignment.</p> <p>(ix) Jurisdiction for legal disputes, if any arising during the period of the contract, will be in Delhi Courts only.</p> <p>(x) The person who has worked as consultant shall not disclose the information received by him/ her during the period of such engagement to any person other than this Department at any time whether during continuance of such engagement or after its severance.</p> |
|--|--|--|

*Sankar*

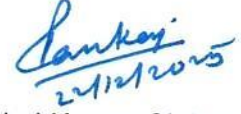


|     |                             |  |
|-----|-----------------------------|--|
|     |                             | (xi) Further, the consultant shall not represent, advice or work for any person against the interest of this Department for 02 years from the date of termination or contract end date in the matters related to the Department.   |
| 9.  | Selection process           | <p>(a) Selection of the Consultant will be done on the basis of personal interview/talk by a Selection Committee.</p> <p>(b) A defined criteria duly approved by Competent Authority will be used for shortlisting, if needed.</p> <p>(c) Only the short-listed candidates shall be called for the interview.</p> <p>(d) No TA or DA will be paid for attending the interview.</p> <p>(e) At the time of interview, the shortlisted candidates shall have to produce their bio-data and certificates, in original for verification.</p> <p>(f) The decision of the competent authority on selection of candidates will be final and no correspondence on this subject will be entertained.</p> <p>(g) There should be a reserve panel valid for one year from the date of selection.</p> |
| 10. | Attendance and working days | <p>a) The working hours of the consultants shall be same as regular Govt. employees working in the Department.</p> <p>b) No extra remuneration shall be allowed for working beyond office hours or on Saturdays/ Sundays/ Gazetted Holidays, if needed.</p>  |
| 11. | Confidentiality and secrecy | <p>(a) During the period of assignment with DAHD, the consultants would be subject to the provisions of India Official Secret Act, 1923 and will not divulge any information gathered during the period of his/ her assignment to anyone who is not authorized to know the same.</p> <p>(b) The engaged consultants must sign a Confidentiality Declaration/Form</p>   |
| 12. | Undertaking                 | (a) Selected candidates shall provide integrity certificates from 2 references known to them.  |

*Sanjay*

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|--|---|
|  | (b) A self-undertaking shall be provided by the candidate to the effect that no criminal record or criminal case in any court is pending against him/her. |
|--|---|

In addition to the above terms of reference, the additional terms and conditions as per **Annexure-III** are hereby enclosed.



(Pankaj Kumar Sinha)  
Under Secretary to the Government of India

पंकज कुमार सिन्हा / PANKAJ KUMAR SINHA  
अधर सचिव / Under Secretary  
भारत सरकार / Government of India  
मत्स्यपालन, पशुपालन और डेयरी मंत्रालय  
Ministry of Fisheries, Animal Husbandry & Dairying  
पशुपालन और डेयरी विभाग  
Department of Animal Husbandry & Dairying  
कृषि भवन, नई दिल्ली / Krishi Bhawan, New Delhi-110001



# APPLICATION FOR THE POST OF CONSULATANT BIO-DATA

Passport-size  
Photo of  
applicant with  
cross signature

| S.No. | Detail   | Description (use block letters only)   |                    |                                       |                  |                    |                                       |         |        |    |            |  |  |  |   |  |    |              |  |  |  |  |  |    |         |  |  |  |  |  |    |       |  |  |  |  |  |    |     |  |  |  |  |  |    |       |  |  |  |  |  |
|-------|--|--|--------------------|---------------------------------------|------------------|--------------------|---------------------------------------|---------|--------|----|------------|--|--|--|---|--|----|--------------|--|--|--|--|--|----|---------|--|--|--|--|--|----|-------|--|--|--|--|--|----|-----|--|--|--|--|--|----|-------|--|--|--|--|--|
| 1     | Name of the Applicant  |  |                    |                                       |                  |                    |                                       |         |        |    |            |  |  |  |   |  |    |              |  |  |  |  |  |    |         |  |  |  |  |  |    |       |  |  |  |  |  |    |     |  |  |  |  |  |    |       |  |  |  |  |  |
| 2     | Position applied for   |  |                    |                                       |                  |                    |                                       |         |        |    |            |  |  |  |   |  |    |              |  |  |  |  |  |    |         |  |  |  |  |  |    |       |  |  |  |  |  |    |     |  |  |  |  |  |    |       |  |  |  |  |  |
| 3     | If the applicant is Govt. Retiree then Last Basic pay and date of entry in Government Service along with copy of PPO to be enclosed. |  |                    |                                       |                  |                    |                                       |         |        |    |            |  |  |  |   |  |    |              |  |  |  |  |  |    |         |  |  |  |  |  |    |       |  |  |  |  |  |    |     |  |  |  |  |  |    |       |  |  |  |  |  |
| 4     | Date of Birth  |  |                    |                                       |                  |                    |                                       |         |        |    |            |  |  |  |   |  |    |              |  |  |  |  |  |    |         |  |  |  |  |  |    |       |  |  |  |  |  |    |     |  |  |  |  |  |    |       |  |  |  |  |  |
| 5     | Correspondence Address   |  |                    |                                       |                  |                    |                                       |         |        |    |            |  |  |  |   |  |    |              |  |  |  |  |  |    |         |  |  |  |  |  |    |       |  |  |  |  |  |    |     |  |  |  |  |  |    |       |  |  |  |  |  |
| 6     | Mobile number  |  |                    |                                       |                  |                    |                                       |         |        |    |            |  |  |  |   |  |    |              |  |  |  |  |  |    |         |  |  |  |  |  |    |       |  |  |  |  |  |    |     |  |  |  |  |  |    |       |  |  |  |  |  |
| 7     | Email ID   |  |                    |                                       |                  |                    |                                       |         |        |    |            |  |  |  |   |  |    |              |  |  |  |  |  |    |         |  |  |  |  |  |    |       |  |  |  |  |  |    |     |  |  |  |  |  |    |       |  |  |  |  |  |
| 8     | Educational and Professional Qualifications  | <table border="1"> <thead> <tr> <th>S.N.</th> <th>Qualification</th> <th>Year of Passing</th> <th>College/University</th> <th>Marks Obtained (Percentage/OGPA/CGPA)</th> <th>Subject</th> <th>Remark</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>HighSchool</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td>Intermediate</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>3.</td> <td>BVSc&amp;AH</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>4.</td> <td>MVSc.</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>5.</td> <td>PhD</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>6.</td> <td>Other</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> | S.N.               | Qualification                         | Year of Passing  | College/University | Marks Obtained (Percentage/OGPA/CGPA) | Subject | Remark | 1. | HighSchool |  |  |  |   |  | 2. | Intermediate |  |  |  |  |  | 3. | BVSc&AH |  |  |  |  |  | 4. | MVSc. |  |  |  |  |  | 5. | PhD |  |  |  |  |  | 6. | Other |  |  |  |  |  |
| S.N.  | Qualification  | Year of Passing  | College/University | Marks Obtained (Percentage/OGPA/CGPA) | Subject          | Remark             |                                       |         |        |    |            |  |  |  |   |  |    |              |  |  |  |  |  |    |         |  |  |  |  |  |    |       |  |  |  |  |  |    |     |  |  |  |  |  |    |       |  |  |  |  |  |
| 1.    | HighSchool   |  |                    |                                       |                  |                    |                                       |         |        |    |            |  |  |  |   |  |    |              |  |  |  |  |  |    |         |  |  |  |  |  |    |       |  |  |  |  |  |    |     |  |  |  |  |  |    |       |  |  |  |  |  |
| 2.    | Intermediate   |  |                    |                                       |                  |                    |                                       |         |        |    |            |  |  |  |   |  |    |              |  |  |  |  |  |    |         |  |  |  |  |  |    |       |  |  |  |  |  |    |     |  |  |  |  |  |    |       |  |  |  |  |  |
| 3.    | BVSc&AH  |  |                    |                                       |                  |                    |                                       |         |        |    |            |  |  |  |   |  |    |              |  |  |  |  |  |    |         |  |  |  |  |  |    |       |  |  |  |  |  |    |     |  |  |  |  |  |    |       |  |  |  |  |  |
| 4.    | MVSc.  |  |                    |                                       |                  |                    |                                       |         |        |    |            |  |  |  |   |  |    |              |  |  |  |  |  |    |         |  |  |  |  |  |    |       |  |  |  |  |  |    |     |  |  |  |  |  |    |       |  |  |  |  |  |
| 5.    | PhD  |  |                    |                                       |                  |                    |                                       |         |        |    |            |  |  |  |   |  |    |              |  |  |  |  |  |    |         |  |  |  |  |  |    |       |  |  |  |  |  |    |     |  |  |  |  |  |    |       |  |  |  |  |  |
| 6.    | Other  |  |                    |                                       |                  |                    |                                       |         |        |    |            |  |  |  |   |  |    |              |  |  |  |  |  |    |         |  |  |  |  |  |    |       |  |  |  |  |  |    |     |  |  |  |  |  |    |       |  |  |  |  |  |
| 9     | Experience in relevant field   | <table border="1"> <thead> <tr> <th>S.N.</th> <th>Name of Employer</th> <th>Place of Posting</th> <th>Period of Service</th> <th>Type of Service</th> <th>Remarks</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>2</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>  | S.N.               | Name of Employer                      | Place of Posting | Period of Service  | Type of Service                       | Remarks | 1      |    |            |  |  |  | 2 |  |    |              |  |  |  |  |  |    |         |  |  |  |  |  |    |       |  |  |  |  |  |    |     |  |  |  |  |  |    |       |  |  |  |  |  |
| S.N.  | Name of Employer   | Place of Posting   | Period of Service  | Type of Service                       | Remarks          |                    |                                       |         |        |    |            |  |  |  |   |  |    |              |  |  |  |  |  |    |         |  |  |  |  |  |    |       |  |  |  |  |  |    |     |  |  |  |  |  |    |       |  |  |  |  |  |
| 1     |  |  |                    |                                       |                  |                    |                                       |         |        |    |            |  |  |  |   |  |    |              |  |  |  |  |  |    |         |  |  |  |  |  |    |       |  |  |  |  |  |    |     |  |  |  |  |  |    |       |  |  |  |  |  |
| 2     |  |  |                    |                                       |                  |                    |                                       |         |        |    |            |  |  |  |   |  |    |              |  |  |  |  |  |    |         |  |  |  |  |  |    |       |  |  |  |  |  |    |     |  |  |  |  |  |    |       |  |  |  |  |  |
| 10    | Current work profile   |  |                    |                                       |                  |                    |                                       |         |        |    |            |  |  |  |   |  |    |              |  |  |  |  |  |    |         |  |  |  |  |  |    |       |  |  |  |  |  |    |     |  |  |  |  |  |    |       |  |  |  |  |  |
| 11    | Additional information   |  |                    |                                       |                  |                    |                                       |         |        |    |            |  |  |  |   |  |    |              |  |  |  |  |  |    |         |  |  |  |  |  |    |       |  |  |  |  |  |    |     |  |  |  |  |  |    |       |  |  |  |  |  |

Note\*: Separate sheet may be attached if required. Self-attested copies of certificates should be enclosed. The Govt. retirees are required to enclose a copy of their PPO/last pay certificate.

Place:

Date:

(Signature of the applicant)

**Additional terms and conditions for engagement of consultants**

**Consultancy terms and conditions**

**1 Legal Status:** The Individual Consultant shall have the legal status of an independent Consultant vis-à-vis DAHD and shall not be regarded, for any purposes, as being either a "staff" of DAHD, or an "official" of DAHD. Accordingly, nothing within or relating to the Consultancy Contract shall establish the relationship of employer and employee, or of principal and agent, between DAHD and the Individual Consultant.

**2 Standards of Conduct:**

**2.1** The Individual Consultants shall neither seek nor accept instructions from any authority external to DAHD in connection with the performance of their obligations under the Consultancy Contract. The Individual Consultants shall not take any action during their engagement in respect of the performance of the Contract or otherwise related to their obligations under the Contract that may adversely affect the interests of DAHD. The Individual Consultants shall perform their obligations under the Consultancy Contract with the fullest regard to the interests of DAHD. The Individual Consultants are enjoined not to offer any direct or indirect benefit arising from or related to performance of the Contract or the award thereof the Consultancy engagement to any representative, official, employee or other agent of DAHD. The Individual Consultants shall comply with all laws, ordinances, rules and regulations bearing upon the performance of their obligations under the Consultancy Contract. In the performance of the Consultancy Contract, the Individual Consultant shall comply with the Standards of Conduct. Failure to comply with the same is grounds for termination of the Consultancy Contract governing the Consultancy.

**2.2 Prohibition of Sexual Exploitation and Abuse:**

During the performance of the Consultancy Contract, the Individual Consultants shall comply with the "Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013" and any amendment in the law made consequently read with any rules or regulations issued in this regard by Government of India. Violation of the said provisions will constitute a breach of the terms of the Consultancy Contract and will attract penal provisions, including the termination of the contract. In addition, nothing herein shall limit the right of DAHD to refer any alleged breach of the foregoing standards of conduct to the relevant statutory authorities for appropriate legal action.

**3 Title Rights, Copyrights, Patents and Other Proprietary Rights:**

**3.1** Title to any equipment and supplies that may be furnished by DAHD to the Individual Consultants for the performance of any obligations under the Consultancy Contract shall rest with DAHD, and any such equipment shall be returned to DAHD at the conclusion of the Consultancy Contract or when no longer needed by such Individual Consultant. Such equipment, when returned to DAHD, shall be in the same condition as when delivered to the Individual Consultant, subject to normal wear and tear, and the Individual Consultant shall be liable to compensate DAHD for any damage or degradation of the equipment that is beyond normal wear and tear.



3.2 DAHD shall be entitled to all intellectual property and other proprietary rights, including, but not limited to, patents, copyrights and trademarks, with regard to products, processes, inventions, ideas, know-how or documents and other materials which the Individual Consultant has developed for DAHD under the Consultancy Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Consultancy Contract, and the Individual Consultant acknowledges and agrees that such products, documents and other materials constitute works made during the engagement for DAHD. Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents and all other data compiled by or received by the Individual Consultant under the Consultancy Contract or as result of such Consultancy Contract shall be the property of DAHD that shall be made available for use or inspection by DAHD at reasonable times and in reasonable places. It shall be treated as confidential and shall be delivered only to DAHD's authorized officials on completion of work under the Consultancy Contract.

**4 Confidential Nature of Documents and Information:** The Individual Consultant shall be subject to the provisions of the Indian Official Secrets Act, 1923. The Individual Consultants shall not, except with the previous sanction of DAHD or in the bona fide discharge of their duties, publish a book or a compilation of articles or participate in TV/Radio broadcast/ Social Media or contribute an article or write a letter in any newspapers or periodical either in their own name or anonymously or pseudonymously in the name of any other person, if such book, article, broadcast or letter relates to subject matter assigned to them by DAHD. The Individual Consultant is prohibited from sharing any material (as described in Para 3.3.2 above) that was created as part of the Consultancy or received during the engagement at the DAHD from external agencies or from within DAHD. In the event of premature termination or completing the Consultancy Contract, the Individual Consultant shall duly handover all related documents, communications, reports etc. to the reporting officer, while, the obligations of the provisions of The Official Secrets Act, 1923 shall remain effective for all intents.

**5 Use of Name, Emblem or Official Seal of the DAHD:** Individual Consultants shall not advertise or otherwise make public for purposes of commercial advantage that a contractual relationship exists with DAHD, nor shall the Individual Consultants, in any manner whatsoever, use the name, emblem or official seal of DAHD, or any abbreviation of the name of DAHD, in connection with any business or otherwise without the written permission of DAHD.

**6 Insurance:** The Individual Consultants shall be solely responsible for taking out and for maintaining adequate insurance required to meet any of their obligations under the Consultancy Contract, as well as for arranging, at their own expense, such as life, health and other forms of insurance as the Individual Consultant as they may consider appropriate to cover the period during which they are engaged.

**7 Travel, Medical Clearance and Service incurred Death, Injury or Illness:**

7.1 DAHD may require the Individual Consultant to submit a Statement of Good Health from a registered physician prior to commencement of work in any offices or premises of DAHD.



7.2 In the event of the death, injury or illness of any Individual Consultant which is attributable to the performance of engagement on behalf of DAHD under the terms of the Consultancy Contract while the Individual Consultant is traveling at the expense of DAHD or is performing any responsibilities under the Consultancy Contract in any offices or premises of DAHD or Government of India, the Individual Consultant or the Individual Consultant's dependents, as appropriate, shall not be entitled to any compensation.

## **8 Force Majeure and other Conditions:**

8.1 Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of any Individual Consultant.

8.2 The Individual Consultants acknowledge and agree that, with respect to any obligations under the Consultancy Contract that they must perform in or for any areas in which DAHD is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations. Any delay or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Consultancy Contract.

**9 Termination:** The DAHD can terminate the Consultancy Contract at any time without prior notice and without providing any reason for it. DAHD reserves the right to terminate the services of an Individual Consultant at any stage, in the event of a serious failure in the performance of the assigned task or in the case of a failure to observe the prescribed standards of conduct as set out in para 3.2 of these Guidelines. However, in the normal course, DAHD will provide one month's notice to the Individual Consultant. The Individual Consultant can also seek for termination of the Consultancy Contract upon giving one month's notice to the DAHD.

**10 Audits and Investigations:** Each invoice paid by DAHD shall be subject to a post-payment audit by auditors, whether internal or external, of DAHD or by other authorized and qualified agents of DAHD at any time during the term of the Consultancy Contract and for a period of two (2) years following the expiration or premature termination of the Consultancy Contract. DAHD shall be entitled to a refund from the Individual Consultant for any amounts shown by such audits to have been paid by DAHD other than in accordance with the terms and conditions of the Consultancy Contract. The Individual Consultant acknowledges and agrees that, from time to time, DAHD may conduct investigations relating to any aspect of the Consultancy Contract or the award thereof, the obligations performed under the Consultancy Contract, and the operations of the Individual Consultant generally relating to performance of the Consultancy Contract. The right of DAHD to conduct an investigation and the Individual Consultant's obligation to comply with such an investigation shall not lapse upon expiration or premature termination of the Consultancy Contract. The Individual Consultant shall provide full and timely cooperation with such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Individual Consultant's obligation to make available such personal and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to DAHD



access to the Individual Consultant's premises at reasonable times and on reasonable conditions in connection with such access to the Individual Consultant's personal and relevant documentation.

**11 Settlement of Disputes:** DAHD and the Individual Consultant shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the Consultancy Contract or the breach, termination or invalidity thereof. Work related grievances, if any, should be processed as per the redressal mechanism established at DAHD.

**12 Governing Law:** The Consultancy shall be governed by the laws of India and is subject to the exclusive jurisdiction of the Courts at Delhi.

**13 Conflict of Interest:** The Individual Consultants shall be expected to follow all the rules and regulations of the Government of India which are in force. They will be expected to display utmost honesty, secrecy of office and sincerity while discharging their duties. In case the services of any Individual Consultant are not found satisfactory or found in conflict with the interests of the DAHD/Government of India, his/her engagement will be liable for discontinuation without assigning any reason

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